

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant W2 Group, Inc. 404 Wyman Street, Suite 375 Waltham, MA 02451		2. Registration No. 6055
3. Name of Foreign Principal Government of Rwanda	4. Principal Address of Foreign Principal Ministry of Foreign Affairs and Cooperation Boulevard de la Revolution Place de l'Independence Kigali, Rwanda	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Ministry of Information  b) Name and title of official with whom registrant deals Louise Mushikiwabo, Minister of Information		
7. If the foreign principal is a foreign political party, state: a) Principal address   b) Name and title of official with whom registrant deals  c) Principal aim		

Formerly CRM-157

FORM NSD-3  
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature	
August 12, 2011	V. Lawrence Weber, Chairman	/s/ V. Lawrence Weber	eSigned

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act, of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

W2 Group, Inc.

2. Registration No.

6055

3. Name of Foreign Principal

Government of Rwanda

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

W2 Group, Inc. entered into the attached Master Service Agreement with the Government of Rwanda, which provided for professional fees and expenses to be paid on a quarterly basis. A countersigned version of the Master Service Agreement was not received from the foreign principal.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant, through its subsidiary, Racepoint, Inc., provided public relations counsel, strategies, and outreach.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant's public relations activities included political activities intended to communicate successes by the foreign principal to U.S. audiences.

The registrant is conducting a review of all activities undertaken for the foreign principal and will provide additional details in a forthcoming supplemental statement.

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
August 12, 2011	V. Lawrence Weber, Chairman	/s/ V. Lawrence Weber eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

# **Master Service Agreement**

**by and between**

**Government of Rwanda**

**and**

**W2 Group, Inc.**

BOS-1345927 v6 0526091-00003

## **MASTER SERVICE AGREEMENT**

This Master Service Agreement ("**Agreement**") sets forth the terms and conditions under which W2 Group, Inc., a Delaware (USA) corporation, and its subsidiaries (hereinafter, collectively referred to as "**Agency**") agrees to provide public relations and related consulting services for the Government of Rwanda represented by the Minister of Information (hereinafter referred to as "**Client**"), effective as of September 1, 2009 (the "**Effective Date**").

**Article 1: Services.** Agency and Client agree that the terms and conditions of this Agreement shall apply to the statement of work (the "**SOW**") set forth on and as Exhibit A hereto, as may be amended from time to time by written consent of both parties hereto, and that Agency shall perform the Services (as defined in the SOW).

**Article 2: [Intentionally Omitted]**

**Article 3: Deliverables.** The Agency shall submit to the Client a report on Services rendered during the previous month not later than fifteen (15) days following that month. In the event that such report is not timely delivered to the Client by the Agency within such fifteen (15) period, the Agency shall incur a daily penalty fee of 0.1% of one month's fees due to Agency pursuant Article 4 herein and to the invoice submitted or to be submitted in connection with such report until the earlier of (a) such report has been delivered to the Client and (b) Agency has accrued penalty fees pursuant to this Article 3 in an amount in excess of 10% of one month's fees due to Agency pursuant Article 4 herein and to the invoice submitted or to be submitted in connection with such report.

**Article 4: Compensation And Expenses.**

- a) **Fees** – The Client shall pay to the Agency at least \$50,000 USD (Fifty Thousand Dollars US) per month payable on a quarterly basis pursuant to the terms and conditions set forth in the SOW. The monthly fees are fixed and not revisable. Agency shall perform the Services set forth in each SOW hereto in exchange for the monthly payment of such fees from Client.
- b) **Expenses** – Agency may incur and invoice the Client for reasonable expenses in its performance of the Services. In any case those expenses cannot exceed \$3,500 (three thousand five hundred) USD. Prior to incurring any individual expense, Agency shall deliver for approval by the Client an expense request which provides a reasonable estimate and description of

such expense. The Client shall notify Agency of its approval or rejection of such expenses within fifteen (15) days after receipt of Agency's request. In the event the Client does not respond to such request within such fifteen (15) day period, such expenses shall be considered to have been accepted and approved by the Client.

**Article 5: Billing and Payment.**

- a) Subject to Article 22 and except as expressly provided herein all invoices for fees and expenses will be paid by Client to Agency in U.S. dollars by wire transfer to the following account within thirty (30) days of invoice date:

Account Name: W2 Group, Inc.

[REDACTED]

Notwithstanding the foregoing or anything to the contrary contained herein, Agency may, in its sole discretion and with thirty (30) days prior written notice to Client, change the account to which such payments are to be made. Each invoice shall be accompanied with a report on services rendered during the previous month. No invoice shall be accepted by the Client nor delays in payment considered if the invoice is not accompanied by such a monthly report.

- b) In the event such fees and expenses are not timely received, such outstanding and unpaid amounts shall accrue a late fee of the lesser of (1) 0.1% per day and (2) the maximum rate permitted by applicable law, until such payment and all interest accrued thereon is received by Agency.
- c) In the event such fees and expenses are not timely received, such outstanding and unpaid amounts shall accrue a late fee of the lesser of 0.1% per day until such payment and all interest accrued thereon is received by Agency.

**Article 6: Term and Termination.**

- a) This Agreement is effective as of the Effective Date. This Agreement will continue in full force and effect from the Effective Date until August 31, 2010. Thereafter, this Agreement will renew for successive one-year terms provided that neither party has given written notice to terminate this Agreement at least forty-five (45) days before the end of the then-current

contract year (the "Notice Period"). During the Notice Period, the Agreement will remain in full force and effect and both parties will continue to perform in accordance with this Agreement.

- b) Either party may at any time and without assigning cause, terminate this Agreement by giving at least forty-five (45) days prior written notice of termination to the other party. During such forty-five (45) day period, the Agreement will remain in full force and effect and both parties will continue to perform in accordance with this Agreement.
- c) Subject to Articles 9 and 22, either party may, upon giving thirty (30) days written notice identifying specifically the basis for such notice, terminate this Agreement for breach of a material term or condition of this Agreement unless the party receiving the notice cures such breach within such thirty (30) day period.
- d) Upon termination of this Agreement, any materials or services Agency has committed to purchase for Client shall be paid for by Client, and Agency shall receive applicable compensation as outlined herein including, without limitation, all fees and expenses Agency has committed to pay in connection with the Services and all fees and expenses otherwise due and payable to Agency by Client. Agency shall transfer, assign and make available to Client, or Client's representative, all property and materials in Agency's possession or control belonging to and paid for by Client, provided that there is no indebtedness then owing by Client to Agency.

**Article 7: [Intentionally Omitted].**

**Article 8: [Intentionally Omitted].**

**Article 9: Default in Payment.** Except for fees and expenses contested pursuant to Article 5(c), Client understands and acknowledges that Agency shall have the option not to begin work or continue to perform services on behalf of Client if any payments due under the terms of this Agreement are not paid in full on the date on which payment is due. In the event Agency elects to cease performing services on behalf of Client due to Client's failure to pay, Agency will provide Client with written notice of its intention, and Client will have thirty (30) calendar days to cure any default. In the event payment in full is not received within such period, Agency shall have the right to immediately terminate this Agreement. In the event of a termination due to Client's failure to pay, Client will



remain liable for outstanding obligations incurred pursuant to this Agreement, including all obligations to reimburse Agency and/or third parties

**Article 10: Confidentiality.** Each of the parties hereto shall take reasonable steps to ensure that information or materials supplied and specifically identified by the other party as proprietary or confidential information ("**Confidential Information**") is not disclosed to any third party. The bank account information contained Article 5(a) hereto, as amended from time to time, shall be considered Confidential Information of the Agency. Confidential Information does not include information known to such party prior to disclosure by the other party, information that is publicly known or information available from or disclosed by a third party not, to the knowledge of such party, bound in a confidential relationship with such other party. Each party hereto shall inform the other of all requests for or inquiries into the other party's Confidential Information by third parties and shall only provide same when legally obliged to do so after notice to the other party. In the course of performing the services required of Agency hereunder, Agency may disclose Confidential Information as Client shall have approved for disclosure.

**Article 11: Ownership; Use Of Materials.** Except as set forth in Article 12 and subject to any third party rights in licensed elements, Client shall be sole owner of all rights in and to materials developed pursuant to this Agreement (the "**Work Product**") by Agency on Client's behalf, provided Client has paid all invoices due and owing to Agency pursuant to this Agreement. Client understands and agrees that its rights in any third party materials or any services including, without limitation, stock photos, licensed materials or talent and talent residuals, are subject to any terms and conditions set forth in any applicable agreement. Agency may use Client's name and any non-confidential materials produced hereunder in Agency's portfolio, on Agency's website, intranet, and for internal and trade purposes. Agency will obtain Client's advance approval to utilize Client's trademarks or any Client materials or information in press releases regarding the Agency, Agency brochures, or submission for awards.

**Article 12: Pre-Existing Materials and Software.**

- a. To the extent that any materials owned or licensed by Agency are contained in the Work Product ("**Pre-existing Materials**"), Agency shall retain all right, title and interest in and to the Pre-existing Materials. Agency grants to Client a non-transferable, perpetual, non-exclusive, revocable, worldwide, royalty-free, fully-paid license to use, reproduce, publicly perform and publicly display the

Pre-existing Materials solely for use by Client in connection with the Work Product.

- b. Notwithstanding any provision of this Agreement to the contrary, all Work Product consisting of content storage, sharing and management applications and databases, together with all software, engines, source code, algorithms, architecture, navigation logic and other technologies (collectively, the "Software"), whether developed or licensed by Agency before or after the date of this Agreement, shall be and remain the sole property of Agency. Agency hereby grants to Client a non-exclusive, revocable, worldwide, royalty-free, fully-paid license to use the Software, in object code form only, solely for use by the Client in connection with the Work Product.

**Article 13: Client Trademarks.** Subject to the terms and conditions of this Agreement, Client hereby grants to Agency a non-exclusive, non-transferable, limited license to use and reproduce the trademarks, trade names and logos of Client. Such license shall terminate upon the effective date of the expiration or termination of this Agreement. Client's trademarks, trade names, service marks, copyrights and other proprietary rights are and shall remain the sole and exclusive property of Client. Agency shall not hold itself out as having any ownership rights with respect thereto or, except as specifically granted hereunder, any rights therein. In addition, except as permitted hereunder, Agency shall not use the trademarks, trade names, service marks, copyrights or other proprietary rights of Client.

**Article 14: Non-Solicitation.** During the term hereof and for a six-month period thereafter, Client shall not solicit, employ, or attempt to employ (whether as employee, consultant or otherwise) any employee of Agency without Agency's prior written consent. If Client engages the services of an employee of Agency during the term hereof or six months thereafter, Client agrees to pay Agency a fee calculated as twenty percent (20%) of that person's annual salary as employee of Agency.

**Article 15: Client Obligations.** Client shall be responsible for and hereby represents and warrants as to the accuracy, completeness and propriety of: (a) information concerning Client's organization, products, services and competitors' products and services; (b) any ideas or directions provided to Agency; (c) compliance with all securities, laws and regulations and/or all other Client industry laws and regulations including, but not limited to, laws and regulations on media and privacy; (d) rights, licenses and permissions to use materials furnished to Agency by Client or on Client's behalf in the performance of this Agreement; and

(e) the content of any press releases or other disseminated statements approved by Client.

**Article 16: Indemnification.** In addition to its indemnification obligation under Article 9 Client shall defend, indemnify and hold Agency harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against Agency by any third party, including any governmental entity, which arise out of or in connection with (i) Client's obligations under Article 15 above; (ii) information or materials supplied by Client, or a third party authorized by Client, to Agency; (iii) any governmental investigation, proceeding or administrative hearing regarding the Services; or (iv) any issue of safety, product liability, or the nature or use of or performance of Client's products, services or premiums. Client's indemnity obligations shall include, without limitation, payment to Agency for any and all personnel time incurred in connections with any such claim, suit, proceeding or subpoena based upon Agency's then-current hourly rates.

**Article 17: Liability.** The sole liability of Agency and its affiliates (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be limited to the payment of direct damages and such damages shall in no event in the aggregate exceed the fees and expenses received by Agency under this Agreement. Except for the specific remedies expressly identified as such in this Agreement, Client's exclusive remedy for any claim arising out of this Agreement shall be limited to (a) upon receipt of written notice, Agency's commercially reasonable efforts to cure the breach at its expense, or failing that, (b) payment of direct damages in an aggregate amount that shall not exceed the fees paid to Agency for the work directly related to such breach.

**Article 18: Limitation of Liability.** Except for obligations and liabilities arising under Articles 15 through 17, in no event whatsoever shall either party be liable to the other for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this agreement, even if said party has been advised of the possibility of or could have foreseen such damages.

**Article 19: Use of Work Product by Third Parties.** Client acknowledges that Agency cannot control the form or manner of use by the news media or others of

the information contained in a Work Product, including, but not limited to, the accurate presentation of such information. In addition, Agency cannot assure the use of information contained in a Work Product by any news organization. It is understood and agreed that Agency does not stipulate or guarantee specific or overall results or returns from public relations, publicity, research or any other activity performed by Agency on behalf of Client.

**Article 20: Modification of Agreement or Plans.**

- a) No addition to, variation of or agreed cancellation of, this Agreement and/or SOW shall be of any force or effect unless in writing and signed by the parties.
- b) In the event Client modifies or cancels any plans or work in process on any SOW, Client agrees to assume Agency's liability for all authorized commitments, to reimburse Agency for all expenses incurred relating thereto, to pay Agency any related service charges in accordance with the provisions of this Agreement relating thereto, and to indemnify Agency for all claims and actions by third parties for damages and expenses that result from carrying out Client's instructions.

**Article 21: Approval and Consents.** An approval or consent by a party under this Agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement.

**Article 22: Force Majeure.** If either party is rendered unable, wholly or in part, by Force Majeure (as hereinafter defined) or any other cause of any kind not reasonably within its control, to perform or comply with any obligation or condition of this Agreement, upon giving written notice to the other party within five (5) days of the occurrence of the Force Majeure event, such obligation or condition and liability therefore shall be suspended during the continuance of the inability so caused; however, such period shall not exceed sixty (60) days from the giving of written notice. Upon expiration of the sixty (60) days from the giving of written notice, if the event of Force Majeure has not been overcome, this Agreement may be terminated at the option of either party. The party claiming Force Majeure shall use its persistent, good faith and commercially reasonable efforts to overcome the event of Force Majeure. Strikes or labor trouble shall be deemed beyond the reasonable control of the party claiming Force Majeure, and

such party shall under no circumstances be required to make any concessions or concede any demands to the party or parties causing the strike or labor trouble.

The term "Force Majeure" shall include, without limitation: Acts of God; federal, state, county or municipal orders, rules, legislation or regulations, or compliance with any orders, requests or directives of any governmental authority or persons purporting to act therefore; acts of war, terrorism or the public enemy, strikes, lockouts or other civil disturbances, riots, hurricanes, floods, fires, explosions or destruction from any involuntary cause of any character either similar or dissimilar to the foregoing reasonably beyond the control of the party failing to perform.

**Article 23: Arbitration, Governing Law and Governing Language.**

- a) **Governing Law:** This Agreement shall be governed by the laws of the Republic of Rwanda, without giving effect to any choice of law or conflict of law provision or rule.
- b) **Governing Language:** All notices, correspondence, documentation or communications of whatsoever nature, reports submitted or prepared under or in connection with this Agreement shall be in the English language including, without limitation, in any arbitration proceeding.
- c) **Arbitration:** If the parties are unable to resolve any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, (a "Dispute") informally within thirty (30) days after the non-claiming party is notified of a Dispute, then such Dispute shall be submitted to and settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The following shall apply to such arbitration:
  - (1) The appointing authority shall be the London Court of International Arbitration;
  - (2) The number of arbitrators shall be one;
  - (3) The seat, or legal place of the arbitration, shall be London, England, and all arbitration proceedings shall be held in London, England;
  - (4) The language to be used in the arbitral proceedings shall be English;
  - (5) The award rendered by the arbitrator shall be final and binding;
  - (6) In rendering the award, the arbitrator shall interpret this Agreement in accordance with the substantive laws of the Republic of Rwanda, without regard to its conflict of law rules; and

- (7) The arbitration proceedings and all testimony, filings, documents and information relating to, presented or produced during, or created for the arbitration proceedings, findings of fact and conclusions of law or award relating to the Dispute or arising out of the arbitration proceedings, including the reasons for the giving or denial of any award, shall be deemed to be Confidential Information.

**Article 24: Sovereign Immunity.**

- a) The Client acknowledges that this Agreement constitutes also a commercial transaction and irrevocably and unconditionally agrees that if the Agency brings proceedings against it or its assets in relation to this Agreement, no immunity from those proceedings (including without limitation, suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) will be claimed by or on behalf of itself or with respect to its Private owned assets, and the Client waives any such right of immunity which it or its Private owned assets now have or may subsequently acquire, in connection with any such proceedings.
- b) The Agency acknowledges that this Agreement is a commercial transaction and irrevocably and unconditionally agrees that if the Client brings proceedings against it or its assets in relation to this Agreement, no immunity from those proceedings (including without limitation, suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) will be claimed by or on behalf of itself or with respect to its assets, and the Agency waives any such right of immunity which it or its assets now have or may subsequently acquire, in connection with any such proceedings.

**Article 25: Assignment.** Agency shall not be entitled to cede or assign or transfer or in any other way alienate its rights and obligations in terms of this Agreement without the prior written approval of the Client.

**Article 26: Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.

**Article 27: Entire Agreement and Severability.** This Agreement and the SOWs constitute the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement concerning the subject matter hereof. In the event of a conflict between the terms of this Agreement and the terms of a SOW, the terms of the SOW will control. This Agreement may only be modified in a writing signed by the parties hereto. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable and to reasonably effect the intent of the parties hereto. If such provision may not be so saved, it shall be severed, and the balance of the Agreement shall continue in full force and effect.

**Article 28: Notice.**

- a) Each party chooses as its address for all purposes under this Agreement whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this agreement as follows:

**Client: The Government of Rwanda:**

The Minister of Information  
Ministry of Information  
P.O. Box...  
KIGALI  
e-mail: ....

**Agency: The W2 Group:**

W2 Group, Inc.  
Attn: Edward Abell  
404 Wyman Street, Suite 375  
Waltham, MA 02451  
781.487.4636  
eabell@w2groupinc.com

- b) Any notice required or permitted under this Agreement shall be valid and effective only if in writing, and shall be deemed to have been received on the date of delivery.
- c) Any party may by notice to the other party, change its chosen address to another physical address and such change shall take effect on the eighth day after the date of receipt by the party who last receives the notice.

**Article 29: Survival.** Articles 8 through 14 and 16 through 19 of this Agreement shall survive the expiration or termination of this Agreement.

**Article 30: Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

**Article 31: Coming into force.** This Agreement comes into force on the date of its execution by both parties, but its effective date is September 1<sup>st</sup> 2009.

**ACCEPTED & AGREED**

**W2 GROUP, INC.**

**Government of Rwanda**

By: 

By: \_\_\_\_\_

Printed Name: Edward S. Hall

Printed Name: **Louise MUSHIKIWABO**  
**Minister of Information**

Date: 11/9/09

Date: \_\_\_\_\_



Exhibit A

SOW

The term of this SOW will end on February 28, 2010 unless otherwise agreed upon by all parties.

**Republic of Rwanda  
Public Relations Strategic Plan**

TO: Louise Mushikiwabo  
FROM: Larry Weber and Peter Prodromou  
DATE: August 26, 2009

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Situational Overview

During the past 15 years, the Republic of Rwanda has been significantly transformed. After years of civil strife, culminating in one of the deadliest and most prolific genocides in world history, the country is peaceful and stable under the guidance of President Paul Kagame.

President Kagame, who led the revolution that transformed Rwanda's government, was elected in 2003 to a seven year term. Under his leadership, the country has reformed its political, judicial, economic and social institutions. Notably, president Kagame led a transformation to a democratic political system and a market-based economy. The former was instrumental in delivering stability; the latter to elevating Rwanda's economy and significantly reduce its dependence on foreign aid.

One of the most important accomplishments of Mr. Kagame and his government has been the effective adjudication of trials of more than 200,000 genocide perpetrators in a short period, while still maintaining peace and stability the country. While countries like Cambodia struggle with how to try the perpetrators of mass murder decades later, Rwanda, in a relatively short period, through its system of gacaca, has restored a sense of justice and normalcy in roughly five years.

While Rwanda, like most African nations that were subjected to decades of colonialism and the resulting implications, still has challenges to overcome, the country, on the whole, is a model of stability and progress. Few other nations in history have endured as brutal a history – and yet Rwanda today is on the path to an extremely positive future. Visitors experience a clear sense of safety and security. The streets of Kigali are bustling and though, in the countryside, subsistence farming is still prevalent, there is a sense of hope and burgeoning opportunity.

Despite this remarkable progress, Rwanda suffers a significant image problem. Specifically the country either is:

1. Completely unknown to key stakeholders in other regions of the world;

2. Known specifically as the center of one of history's worst genocides; or
3. Bundled into the host of poverty stricken nations that western celebrities like Bono, George Clooney and others draw attention to as in need of western aid and intervention.

Of further concern are the following:

1. Expats living in Europe who favored the previous government are effectively using the web as a means to undercut perceptions of progress in Rwanda; and
2. Certain NGOs, such as Human Rights Watch, continue to advance a story of an unstable Rwanda as a means of continuing to attract donors and wield influence in the region.

The economic and social goals of the government will be undercut if we don't address these groups in the court of public opinion. To offset this possibility, government officials have decided to implement a full scale public relations blitz communicating the positive story of Rwanda. As the country moves to a new chapter, emphasizing continued economic improvement, stability and social justice, it is crucial to educate key audiences about the "new Rwanda."

This document outlines a public relations campaign that sets out to achieve the government's goal. The campaign focuses on two things:

1. Developing a positioning for Rwanda that reflects its significant progress and bright future; and
2. Communicating this positioning and the underpinning successes to key stakeholders in select global geographies via a sustained, campaign based approach.

Effective execution of the campaign will help to ensure that Rwanda can:

1. Advance its standing with key political elites in global capitals in order to support the country's policy agenda;
2. Elevate its agenda with key investors in order to continue to attract the capital and businesses necessary to further develop the country's burgeoning economy;
3. Negate the misinformation being pedaled by expats, NGOs and others with a vested interest in creating an image of Rwanda as a failed state; and
4. Create a sense of pride and progress with Rwandan citizens by illustrating to them the positive image the government is helping to create outside the country.

This document provides a campaign architecture and roadmap for accomplishing the goals outlined herein. We look forward to partnering with Rwanda on this important work.

#### A Campaign Architecture

This document outlines Racepoint Group's recommended campaign architecture, including:

1. Goals
2. Strategies
3. Audiences
4. Campaign theme
5. Tactics
6. Timeline
7. Investment

Our recommended architecture focuses on using offline and digital media as the key components for shaping the image of Rwanda with key stakeholders. We also recommend executing in phases, with key elements launched on a varied timeline, each building off the successes of previous components.

This plan presents a consolidated set of tactics to publicize both Rwanda and President Kagame. As the campaign evolves, we may counsel dividing these tactics into two distinct campaigns –

one set that highlights Mr. Kagame specifically and a second that focus on the country's accomplishments. At the moment, we see those campaign activities intertwined. In phase two, certain components, such as publication of Mr. Kagame's speeches, may be core to a separate campaign focusing on the President. We can discuss further as the campaign evolves.

Following is a detailed summary of each component of the architecture.

#### Campaign Goals

Rwanda's public relations campaign goals are clear and concise:

1. Build a strong and sustained image campaign communicating the successes of Rwanda with key stakeholders in the political and financial elite communities. This will help in the government's efforts to affect favorable policy outcomes and to attract foreign investment – both public and private – to support the country's burgeoning economy.
2. Offset the negative and factually incorrect information of those parties with vested interests in mis-portraying Rwanda's advancements. This includes expats with ties to the previous government, NGOs who rely on a weak Rwanda as a means for attracting donor dollars and certain members of the UN, whose interests lie in a different path for Rwandan development.

#### Campaign Targets

There are two set of distinct targets for this campaign:

1. Global political elites in key government centers – specifically Washington, D.C. and Brussels, Belgium (as capital of the European Union). Elites in both capitals will include:
  - a. Elected official (particularly those serving on committees with direct impact on African and Rwandan policy decisions);
  - b. Aids and staffers to these elected officials;
  - c. NGOs, GSAs and aid organizations that work within the African and Rwandan community.
2. Global financial elites in key financial centers – specifically New York and London. Targets in both capitals will include:
  - a. Investment banks;
  - b. Investment advisors who manage large chunks of capital of large net worth groups (e.g., large retirement funds);
  - c. Private equity firms;
  - d. Venture capital firms.

We may also periodically branch out into local communities where large net worth funds, such as the California Pension and Retirement Fund, the largest retirement fund in the world, are located. The goal in these cases is to attract investment dollars from these funds into Rwandan economic and innovation programs.

As we discussed in Rwanda, our initial approach is to leverage coverage by influencer elites to drive our message. We will use a combination of digital and social media (to create our own news and perception cycle) and established print and broadcast media (e.g., *The New York Times*, *The Economist*) to leverage their influence with elites. We will execute both components

in tandem to create an organic, Rwandan-shaped news cycle. We recognize that Rwanda attracts many top tier print and broadcast journalists, already. Our work with you in this area will focus on shaping then narrative and merchandising selectively through key channels to maximize opportunities.

Note: Racepoint Group and Rwandan officials agree that Beijing is also a critical audience for the country. However, we also agree that this particular capital can be reached through other means and methods and, as a result, we will not include China in the immediate plan.

#### Campaign Strategies

Racepoint Group recommends a multi-pronged campaign strategy for accomplishing Rwanda's goals and reaching these targets; each is an intertwined component of an organic strategy, all necessary to ensure success. Following is Racepoint Group's recommended strategic roadmap:

1. **Start with the Basics; Execute in Stages:** Critical to the success of this campaign is that we carefully plan within the construct of Rwanda's available resources. The temptation is to initiate a multi-pronged offensive in print, broadcast and digital media, and through a wide range of "press the flesh" live events. Racepoint Group counsels a different approach: we should instead build the campaign in a series of six month phases, with each subsequent phase building on the last. In the initial phase, we will build a foundation of coverage with key influencer media (targeting no more than 40 globally), initiate a baseline digital media campaign, develop a campaign playbook and support materials, and establish a critical defensive perimeter against naysayers, expats and those with Rwanda's worst interests in mind. Subsequent phases will include expansion into a deeper social media program and additional live and "press the flesh" components, speaking, publication of the President's speeches, etc.
2. **Develop a Believable Narrative:** Building a narrative that elevates Rwanda as the example for all of East Africa or even Africa is tempting. This is risky (as it opens the country up to greater criticism) and not in Rwanda's best interest. Given that we are only 15 years past the genocide, we should instead focus on touting the enormous progress of the country itself and not bother to make comparisons with the rest of the continent. Over time, we will drive a narrative that effectively communicates Rwanda's successes, resulting in a broader halo with key audiences.
3. **Initiate an Offensive/Establish the Rules of Engagement:** Today, Rwanda is known – on the web and otherwise – through its history of genocide. Through a targeted PR offensive Rwanda can transform this image, flooding the news with stories of the country's positive economic, political and social reform over the past 15 years. With a constant campaign communicating these advancement – in both online and offline news – we can push down the old story, replacing it in organic search and in immediate recollection with key publics with a story of success and advancement. In keeping with the first strategic component – executing in stages – this should be a carefully regulated offensive. It should include:
  - a. **Establishing an Influencer Network:** We will initially focus on establishing an offensive in key influencer media in the US and Europe. This offensive will focus on leveraging top print and broadcast outlets to communicate the Rwanda success story – political, social and economic – and, in the process, validate it based on their credibility. It will focus on key markers in the Rwandan

advancement, such as the end of gacaca, as proof. Target media will include the most influential outlets in both geographies – those read, watched and listened to by the political and financial elite – a manageable handful of no more than 40

outlets (e.g., Dateline, *The New York Times*, *The Wall Street Journal*, BBC Hard Talk, *The Financial Times*, etc.). We will select media based on Rwanda's core goals of affecting political and investment goals (e.g., top technology media to drive the nation's technology story, top tourism reporters to advance the country's tourist story, etc.).

- b. **Seeding the Story:** At the same time, we will initiate a proactive campaign that leverages the web to seed stories favorable to Rwanda. Through high traffic, high influence blogs like *The Huffington Post*, as well as via careful seeding across the blogosphere, we will initiate an offensive to control the organic search on Rwanda and set the agenda in print and broadcast (90 percent of US media leverage blogs as source material each day).
  - c. **Erecting a Perimeter:** At the same time, we will blunt the online impact of our opposition by initiating a wall of defense debunking their accusations. This will occur in two ways – first, we will identify and selectively respond to the most egregious (but not all so that we don't give them instant credibility) and, second, by we will erect, on free social networks, "walls" of pro-Rwandan data that debunks myths and links to Rwanda's national web site. This will enable us to establish captive audiences on the web, even as we undercut opposition and advance Rwanda's organic search on stories that go beyond the genocide.
4. **Expand the Base:** After setting a solid offensive thrust in the first six months, we will expand the offensive through a campaign of wider media targeting and direct to influencer programs.

#### Campaign Theme and Messaging

The master campaign narrative will focus on Rwanda's impressive political, economic, social and judicial accomplishments. We will strictly emphasize Rwanda's advancement and future, not its broader role in East Africa. As the country continues to develop, the idea of it as a model for the region will take hold organically. However, we do not want to pursue an immediate strategy of "Rwanda as model;" this is overly ambitious for the moment.

#### Campaign Components

As noted in the *Strategy* section, Racepoint Group's strongest counsel is that we initiate the program in manageable, six-month phases. This section of the plan focuses on an initial six-month program. At the close of the section, we also include a "Second Six Months" summary highlighting a bulleted menu of options that might also be initiated in a second phase (an expanded outline of a second phase plan and requisite investment will be delivered under separate cover at the conclusion of the first phase of the program).

**Phase 1 – First Six Month Program Components:** In phase 1 of the program, from September 1, 2009 to February 28, 2010, we will focus on the key objectives of resetting the global perception of Rwanda away from a genocide narrative and to a progress driven narrative, even as we set a perimeter defense against critics. We will focus almost exclusively on media relations

– offensive and defensive – to shape perceptions. We will leverage a combination of print, broadcast and digital media to reframe the Rwandan narrative. We will target selective print and broadcast opinion-makers for image pieces. We will leverage digital media as a primary venue for driving a "bottom-up" narrative about Rwanda's advancements and to undercut opposition effectively using these venues. We will set the foundation for a broader thrust in phase 2, when we will utilize a wider range of tactics to expand the campaign offensive. Phase 1 program components include:

1. **Landscape Analysis:** During our first 3-4 weeks working together, Racepoint Group will conduct a thorough analysis of global media coverage – primarily digital, but also print and broadcast – to identify patterns of discussion, areas of opportunity and places where dialogues unfavorable to Rwanda are occurring. This process, which we call an "Observe" will culminate with a comprehensive analysis of conversations and a series of recommendations on the most appropriate strategic paths for media engagement (particularly online). This research will enable us to more effectively:
  - a. Modify – if necessary – our narrative to address prevailing wisdom and challenges;
  - b. Determine which media – particularly in the blogosphere – merit engagement and which should be ignored.
2. **Media Offensive:** Even as we are conducting the Observe, we have sufficient data to launch a media offensive in September (and to continue ongoing) that begins the work of communicating Rwanda's remarkable political, social and economic story over the past 15 years. This component, which is central to the core of the overall program, will begin the work of reframing the dialogue away from the genocide and toward a progressive, accomplishment-based narrative.

The offensive has two central tenets at its core: first, targeting the most influential media in the US and Europe – those that set the agenda on policy and perception in places like Washington, Brussels, New York and London. Second, segmented targeting based on key vertical areas of interest (e.g., financial media to speak to the investment community, energy media to speak communicate the methane gas story, etc.). We will execute both as parts of rolling media initiatives. Following is an outline of how each component will be executed:

- a. **The Educate and Inform Program:** The first leg of the program focuses on communicating the larger Rwandan recovery story. Sample themes will include:
  - i. **Gacaca: Rwanda's Just Solution** – We will focus on Rwanda's use of gacaca to fairly and speedily try perpetrators of the genocide and restore peace and balance to the country. We will time this story to occur with the completion of gacaca in December and after positioning it as a major news event. We will highlight the non-violent return of a civil society, the fair-minded nature of Rwanda's people and the successful reintegration of those tried into society.
  - ii. **The Rwandan Miracle: Healing of a Nation** – We will highlight the rapid healing of the Rwandan nation. It will rely on visuals to drive the story home, including inviting a handful of top-tier influencer media into the country to observe and interview people in society.
  - iii. **Rwanda's Visionary Leader** – Finally, we will launch a story highlighting President Kagame and his visionary leadership, including his adoption of democratic principle and free markets as a means of elevating Rwanda.

We are going to drive these stories through three key channels – digital, print and broadcast. We will target digital venues like *The Huffington Post*, as well as political bloggers at places like *The Washington Post*, MSNBC, etc., that drive political and financial opinions, are widely read, shared and circulated, and have the greatest potential to shape opinion. We will brief these bloggers on these themes, driving bottom up coverage from the web.

At the same time, we will leverage relationships with the influencer elite print and broadcast media to communicate the same themes. As discussed in Rwanda, we will limit targeting to the most influential print and broadcast media from a universe of 25-40 media. Sample media will include *The New York Times*, *The Wall Street Journal*,

*Time, Newsweek, The Financial Times, The Economist, Het Laatste Nieuws, 60 Minutes and the BBC.* As noted above, we understand that Rwanda already has strong relationships in the print and broadcast media. Our goals here are more focused on shaping the narrative and also leveraging the online versions of these outlets to propagate the content.

- b. **The Business Advancement Program:** Concurrently, we will focus on Rwanda's business advancement narrative. As with the *Educate and Inform* program, we will rely on a handful of target media through which to communicate these stories – depending on the kind of business story, we will select key vertical media (e.g., stories on RDA will target general business media, stories on tourism will target tourism media, stories on energy will target oil and gas media, etc.) Sample themes include:
- i. **Rwanda's Energy Future** – A feature story campaign on Rwanda's untapped methane gas sources that targets business media, oil and gas publications in order to attract investors and energy companies.
  - ii. **Rwanda: Destination for the World Traveler** – A campaign focused on the mountain gorillas, Rwanda's beautiful lakes and rivers as vacation destinations. This would target travel and tourism media. Coverage could then be re-purposed as posts on travel blogs and raking sites.
  - iii. **RDB, Rwanda's Visionary Model for Business Development** – A story theme in places like *The Financial Times, The Wall Street Journal, Forbes and Fortune*, highlighting the unique RDB model and its impact on Rwanda's economy. This could also be positioned in VC and investor media to attract investors to the market.

Note: There can be several other topical components occurring simultaneously (e.g., a technology agenda program targeting technology media, etc.). Each will contain two key components – proactive ongoing outreach and periodic media tours whereby we will either bring reporters to Rwanda to have them experience the story or take Rwandan officials on rolling tours in key media centers to meet with several media.

3. **Digital Propagation Program:** Once we have secured agenda setting stories in the general, political and business media, we will propagate the story on the web. This will serve the dual purposes of extending the life cycle and distribution of these stories to wider audiences, and also driving organic search about Rwanda on topics that go beyond the genocide. Eventually, this will have the effect of drowning out the opposition and reducing the incidence of genocide related search dominating the organic search.

This process will include:

- a. Re-posting all television stories on a Rwanda YouTube Page.
- b. Reposting all print stories on a Rwanda "Content Wall" on public social media properties like [www.digg.com](http://www.digg.com), [www.delicious.com](http://www.delicious.com) and [www.reddit.com](http://www.reddit.com).
- c. Posting vertical stories about specific successes on vertical media. For example, we will post links to positive travel stories on travel web sites, stories on economic development on financial blogs read by bankers in London and New York, etc.
- d. Embedding links in these reposts, directing the reader to the Rwandan government web site, where they can learn more about the country's positive story of recovery.

4. **Digital Agenda Set:** Even as we are using print, broadcast and digital media to re-cast the Rwandan narrative, we will implement an aggressive program undercutting opposition across all media. While we will wage the program primarily in the blogosphere, we will also pay attention to print media in our target geographies and answer our critics decisively. Components of the program include:
  - a. **Media Monitoring Initiative:** We will initiate a daily monitoring program of digital media coverage mentioning Rwanda. We will provide daily reports on all such coverage and recommendations of which stories and commentary merit response.
  - b. **Snap Response Program:** Based on our recommendations, we will write recommended responsorial posts and work with Rwandan officials to post these rebuttals on target media properties and in other select venues.
  - c. **Rwanda as Resource:** As a means of growing Rwanda's influence with reporters, we will launch the Rwanda as a Resource digital program. Using media including Twitter, LinkedIn and Facebook, where we will propagate Rwanda's viewpoints. We will leverage this content to attract followers, supporters and media into an online Rwandan community. Once we have them in the community, we can leverage the relationships to drive conversations, stories in the media and support.
  - d. **Wall of Facts:** We will erect a series of "content walls" on free social media sites. These content walls will include fast facts about Rwanda – all of its positive developments, interviews with President Kagame and facts that debunk any myths being propagated by opponents. Through careful selection of keywords and rapid response to mis-statements by our opponents, we can raise Rwanda's organic search and start to dictate the tone of coverage on the web. These

pages will be modeled after those erected by the Obama campaign in the 2008 US presidential election.

5. **Strategic Counsel:** Racepoint Group will be available to President Kagame and Rwandan officials on an ongoing basis as core to this program. We will be available for proactive strategy as, well as to respond to unanticipated situations. This core strategy team will include Larry Weber, Peter Prodromou and 1-2 other individuals from our teams in Washington, Boston or London.

**Phase 2 – Second Six Month Components:** With a successful foundation in place in the first phase of our program, we will be positioned to extend the program considerably in the second six months. In addition to maintaining each of the program elements from phase 1, we will want to consider implementation of some of the following programs in phase 2:

1. **NGO Direct Program:** We may consider challenging heads of NGOs that are the country's largest detractors to public, televised debates on networks like CNN, BBC and al-Jazeera. This will provide Rwandan officials with the opportunity to debunk mythology being propagated by hostile NGOs and other detractors.
2. **Celebrity Visitor Program:** We will proceed with a series of visits by top tier names in government, post-genocidal recovery, economic development and other key areas to Rwanda. While visiting, we may want to schedule television and radio broadcast dialogues, joint interviews with President Kagame and other events and appearances that can be merchandised via global media.



3. **Content Publication Program:** We will consider publishing President Kagame's speeches on topics such as self-reliance and other key factors that have supported Rwanda's recovery in an e-book or in print.
4. **Global College Tour:** We will secure speaking engagements for President Kagame and other top Rwandan government and private sector officials as top tier political science and business colleges throughout the US, Europe and Asia. Content will focus on the future of Rwanda, investment opportunities and how to work with the government and private sector there.
5. **Rwanda as Global Genocide Education Center:** We may also consider establishing Rwanda as the global center for education on all of history's genocides. This may include converting expanding the mission of the Rwandan Genocide Memorial to include education seminars, content development and distribution on genocide and future prevention, academic symposia, etc.

As previously stated, we will provide a more complete recommendation for second phase initiatives and related investment as we come to the close of our first phase.

Also note that as we advance into a broader set of digital engagements in phase 2, we may include our digital content development company, Digital Influence Group ("DIG") in campaign delivery. DIG will provide services to support components such as development of Rwandan owned digital delivery systems (e.g., Web sites, micro-sites, digital advocacy sites).

#### The Team

Racepoint Group will deploy a team of public relations and public affairs professionals from our Boston, Washington and London offices to execute this program. Primary members of the team include:

1. **Larry Weber:** Larry will serve as chief global strategist for the program. He will also be available as senior counsel to President Kagame and members of the client as needed.
2. **Marijean Lauzier:** Marijean, who is CEO of W2 Group, will serve as co-strategic lead to Larry.
3. **Peter Prodromou:** Peter will lead the US team, driving all execution of campaign components in the geography.
4. **Cathy Pittham:** Cathy, who heads Racepoint Group's European operations, will serve the same role as Peter, but for the European geography.

We will support the core team above with a team that includes: an Account Director in each geography to manage daily account activity, a Senior Account Executive or Account Executive in each geography to help drive media outreach, and an Account Coordinator in each geography to manage logistics. Each will commit approximately 25 hours/month to the engagement.

The combined team has extensive experience helping corporations, countries and communities to drive their agendas with highly targeted audiences. This group has led the practice of leveraging digital media as a core component of shaping reputation and driving influence.

Biographies for the four lead team members are included at the end of the document. Additionally, we are including an accompanying brief on Racepoint Group, its capabilities and a relevant case study.

The Investment

Campaign investment for phase 1 will be as follows:

- \$50,000/month professional services fee
- \$2,500-\$3,500/month out of pocket costs to cover travel, fax, postage, phones, etc\*

\*Note: Travel from Europe and the US to Rwanda could require additional out of pocket fees to the agency. In such case, the agency will quote such fees and secure approval for such in advance.

The agency shall require that the first three months fee for professional services be paid at the outset of the program. Beginning with month 4, the fee shall be billed on a monthly basis on the first day of the month for which services will be rendered, and due immediately. Out of pocket costs shall be billed at the conclusion of the month for which they are incurred.

The agency will require a six month Letter of Agreement committing to these terms and conditions to be executed at the outset of the program. The client and agency will both have the option to cancel the contract with a 45 day notice after the first three months of the engagement.

Getting Started

Racepoint Group is prepared to commence with campaign activity on September 1, 2009. At the outset, we will provide a 30-day work plan, finalize messaging, develop campaign support

materials and immediately commence with all components of the media program outlined for phase 1. To this end, we would recommend a kickoff call on or about September 1, immediately following execution of contracting documents.

Measurement

At the close of each month, the Racepoint Group will provide the client with a summary of results for the month. This report will include performance metrics for all media activities and any other related campaign activities we may undertake as part of this program.

We thank you for the opportunity to propose an approach for partnering with you on this important activity and look forward to commencing our work together.

## **Team Biographies**

### **Larry Weber, Chairman**

Larry Weber, a thought leader in the public relations field, has been at the forefront of the use of technology in PR for more than two decades. Larry is also the chairman of W2 Group, a global marketing services ecosystem that helps CMOs in their new role as builders of communities and content aggregators.

In 1987 Larry founded The Weber Group, which within a decade became the world's largest public relations firm, Weber Shandwick Worldwide. In early 2000, Larry became chairman and CEO of Interpublic's Advanced Marketing Services Group, where he built and oversaw an \$800 million group that included the world's top public relations, healthcare communications, branding, research, and entertainment and experiential marketing firms.

Larry is the co-founder and chairman of the Massachusetts Innovation and Technology Exchange (MITX), the world's largest interactive advocacy organization. He is also on the Boards of Directors of Yankee Group, MIVA, Communispace and Compete. His second book, business bestseller *Marketing to the Social Web: How Digital Customer Communities Build Your Business*, was published by John Wiley & Sons in June 2007 with a second edition in February 2009. His third book, *Sticks & Stones: How Digital Business Reputations Are Created Over Time...And Lost in a Click*, was published in July 2009.

### **Marijean Lauzer, President and CEO**

For more than two decades Marijean has provided strategic marketing and public relations counsel to the world's leading technology, health and science companies. A successful entrepreneur and chief executive, Marijean has founded, sold, integrated and built over \$500 million in public relations agency revenues since 1990. Her client experiences include work with Microsoft, General Motors, Genzyme, Hewlett-Packard, Ernst & Young, Hitachi, IBM and VISA. Prior to founding Racepoint Group, Marijean was President and COO of Weber Shandwick, the world's largest global public relations firm with more than 3,000 employees in 60 offices in 35 countries.

Marijean is at the forefront of helping the world's top brands and emerging companies develop and implement digital strategies that build thought leadership and create demand generation. She has provided strategic counsel on social media and digital strategies to clients such as IBM, SAP, T-Mobile, BT, PTC, Akamai, Red Hat, Visa, Genzyme and Cook Medical.

Marijean has been recognized as among the "The 50 Most Powerful Women in PR" by industry leaders, has been a guest speaker at forums including, Fortune magazine's "Summit on The Most Powerful Women in Business" and a range of venture capital conferences and business forums.

### **Peter Prodromou, Executive Vice President, Corporate**

Peter Prodromou is the head of Racepoint Group's corporate practice. For two decades, Peter has worked with leading corporations to develop and implement communications strategies aimed at a range of constituents. For clients such as the American Chemistry Council, the

Consumer Electronics Association, ARM and Red Hat, he has created dialogues with customers, investors, employees and local communities to support business, policy and regulatory objectives and boost shareholder confidence.

Peter has extensive experience working with governments of developing nations. His experience includes working with the leaders of Saudi Arabia and Libya to positively impact global public perception and support negotiating positions with key allies, including the U.S. government.

Peter has deep experience working with legislators and local community activists around a host of initiatives. He led the public relations efforts on behalf of the construction of a new convention center in Boston's Seaport District and also worked closely with leading government officials in the State of Maine around major urban renewal projects. He has helped the U.S. Council on Competitiveness publicize its agenda and support the goals of its membership.

**Cathy Pittham, Managing Director, Europe**

For more than two decades, Cathy Pittham has delivered strategic marketing and public relations counsel to many of the world's best-known brands including ARM Holdings, BT, 02, Hitachi, HP and Philips Electronics. She has previously worked closely with Racepoint CEO Marijean Lauzier and Chairman Larry Weber as Managing Director of Weber Group Europe and as Managing Director Technology, Europe, for Weber Shandwick.

Most recently, Cathy was an independent marketing communications consultant providing brand development, corporate and product/service positioning and messaging, and communications campaign strategy services to clients in the technology and telecommunications industries. Before building her own consultancy, Cathy led Text 100's European-based global client practice and was Managing Director, UK.